

2009 AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT, entered into between LYNN ("Township") and the Lehigh County Humane Society ("Society") provides:

WHEREAS, the Township in fulfilling its responsibilities for the health, welfare, and safety of the Township, its citizens and property, has from time to time, need for care, boarding, disposal, spaying, and other services with respect to the stray animals of which the Township must, from time to time, take custody; and,

WHEREAS, the Lehigh County Humane Society has the facilities, personnel, and expertise to provide such services,

NOW, THEREFORE, Lynn (Township) and the Lehigh County Humane Society agree that in consideration of the payment of One Thousand Eight Hundred Thirty Dollars (\$1,830.00) by the Township to the Society, payable upon redemption of invoices by the Society, the Society shall provide to the Township normal care and impoundment of stray animals under the following conditions:

- 1. The term of the agreement shall be from January 1, 2009 to December 31, 2009.**
- 2. Services under this agreement shall be provided only to the animals found within the municipality limits of the Township, although the Society may remove animals outside the Township to provide the services required.**
- 3. The Township shall refer owners of animals requesting services of the type provided by the Society directly to the Society. The Society shall be responsible under this agreement, only for stray animals within the Township for which the Township may, from time to time, have responsibility.**
- 4. The services shall include, but are not limited to: 24-hour emergency pick up services for sick or injured animals, boarding and pick up of confined stray animals, animal placement service, veterinary care as necessary, investigative case work, painless euthanasia, spaying and neutering, and other services as deemed necessary and that are normally available.**

5. The Lehigh County Humane Society agrees to collect a Twenty Dollar (\$20.00) return-to-owner fee for the Township. This fee is collected as allowed by the Pennsylvania State Dog Law, passed January, 1983.

These monies will be refunded to the Township at the end of the year.

If, in the sole discretion of the Board of Directors of the Lehigh County Humane Society, the ability of the Society to provide the services required under the terms of this Agreement is restricted or is impaired in any way, or made costly by virtue of any decision or court-approved settlement by any court of competent jurisdiction, the Lehigh County Humane Society shall have the right to terminate this Agreement upon 30 days written notice to the Township, whereupon the Society shall have no further obligation or liability under this Agreement. In the event this Agreement is terminated pursuant to this paragraph, the payment to be made by the Township pursuant to paragraph No. 4 of this Agreement shall be prorated for that portion of the term of this Agreement which elapsed prior to the termination.

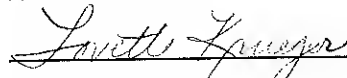
This contract is subject to a 10% surcharge if not executed within 60 days of receipt which will be billed at the end of the year as the dollar amount of said charge will be based on the number of animals taken in by Lehigh County Humane society during the contract year.

ATTEST:




Lehigh County Humane Society

ATTEST:



Lehigh County Humane Society

ATTEST:



Lynn Township

ATTEST:



Lynn Township